

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: MARCH 15, 2006

Division: TDC

Bulk Item: Yes X No

Department:

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with Diversified Services of Key West, Inc. to exercise option within contract to extend agreement for an additional two (2) year period.

ITEM BACKGROUND:

TDC approved same at their meeting of March 2, 2006

PREVIOUS RELEVANT BOCC ACTION:

BOCC approved original Agreement at their meeting of July 15, 2003.

CONTRACT/AGREEMENT CHANGES:

Extension to Agreement

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$4,140 per year

BUDGETED: Yes X No


COST TO COUNTY: \$4,140 per year

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Diversified Services of Contract #
Key West, Inc. Effective Date: 3/15/06
 Expiration Date:

Contract Purpose/Description:

Approval of an Amendment to Agreement with Diversified Services of Key West, Inc. to exercise option within contract to extend agreement for an additional two (2) year period.

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 3/15/06 Agenda Deadline 2/28/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 4,140 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes 116-76007-530460-T660-249X-530460
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/6/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/6/06</u>
Risk Management	<u>2-8-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-8-06</u>
O.M.B./Purchasing	<u>2-7-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/7/06</u>
County Attorney	<u>2/6/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Hutton</u>	<u>2/6/06</u>

Comments:

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this _____ day of _____, 2006, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and Diversified Services of Key West, Inc., hereinafter "Contractor".

WITNESSETH

WHEREAS, there was a contract entered into on July 15, 2003, between the parties, to provide janitorial services for the Monroe county Tourist Development Council administrative facilities; and

WHEREAS, original agreement allows for an extension of agreement for an additional (2) year period beyond the initial award period;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to hereby amend the agreement entered into on July 15, 2003, as follows:

1. Paragraph 2. TERM, shall read, there shall be an additional term of this contract for a period of one (2) year2 commencing July 21, 2006, and terminating on July 21, 2008;

2. The remaining provisions of the contract dated July 15, 2003 shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, Clerk

Board of County Commissioners of
Monroe County

Deputy Clerk

BY: _____
Mayor/Chairman

(CORPORATE SEAL)


Attest:

Diversified Services of Key West, Inc.

Witness

BY: 
President

Witness

MONROE COUNTY ATTORNEY 

AGREEMENT

THIS AGREEMENT, is made and entered into this 15th day of JULY, 2003, between the Monroe County Board of County Commissioner (COUNTY), and Diversified Services of Key West, Inc. (CONTRACTOR).

WITNESSETH

WHEREAS, the County wishes to enter into an agreement with Diversified Services of Key West, Inc. to provide janitorial services for the Monroe County Tourist Development Council administrative facilities;

NOW and THEREFORE, the parties hereto, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide janitorial services at 1201 White Street, Suite 102, Key West, FL as follows:

Twice weekly maintenance of Administrative Office, approx 4,000 sq. ft., includes vacuuming carpets, light dusting, maintaining hard floors in rest rooms (3) and kitchen area, cleaning of interior side of entrance door and frames weekly/other interior doors and frames (plus window glass) weekly, cleaning restrooms and trash removal to outside containers. Supplies should include but not be limited to toilet tissue, paper hand towels, hand soap.

The CONTRACTOR shall clean all interior windows upon request by the Monroe County Tourist Development Council Administrative Office for an additional sum of money outlined in paragraph 3, Payment.

2. TERM

The term of this agreement shall be for a period of three (3) years to commence on July 21, 2003 and terminate on July 20th, 2006. This agreement may be extended for an additional two (2) year term thereafter at the option of COUNTY.

3. PAYMENT

The COUNTY shall pay to the CONTRACTOR for the performance of said service on or before the 15th day of the following month. The CONTRACTOR shall invoice the COUNTY monthly for janitorial services performed under the Specifications contained herein.

The contract amount shall be as stated by the CONTRACTOR'S proposal as follows: four thousand one hundred and forty dollars per year to be paid three hundred and forty five dollars (\$345.00) per month for the above mentioned scope of services an additional charge of forty dollars (\$40.00) will apply for the cleaning of all interior windows as and when required. Monroe County's

performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

4. Termination: The contract can be terminated by either party without cause with 30 days notice. BOCC may terminate immediately for cause pursuant to paragraph 7, below. If not otherwise terminated, the contract shall end on July 20th, 2006.
5. Accounting: Records of Diversified Services of Key West, Inc. pertaining to this project shall be kept on generally recognized accounting principals, acceptable to Monroe County, and shall be available to the BOCC or to an authorized representative for audit. Contractor shall retain all related records for a period of three years after termination of this agreement.
6. Breach of Services: The parties agree to full performance of the covenants contained in this contract, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate the services provided in this contract for any misfeasance, malfeasance, or nonperformance of the contract terms or negligent performance of the contract terms by Diversified Services of Key West, Inc.
7. Indemnification and Hold Harmless: Diversified Services of Key West, Inc. agrees to indemnify and hold Monroe County and the Monroe County Tourist Development Council harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs, and shall defend all suits filed due to the negligent acts, errors or omissions of Diversified Services of Key West, Inc. employees and/or agents.
8. Insurance: Upon execution of this agreement, the CONTRACTOR shall furnish the Owner Certificates of Insurance indicating the following minimum coverage limitations:
 - a. Comprehensive General Liability insurance with minimum limits of \$300,000.00 per occurrence.
 - b. Automobile Liability covering all vehicles to be used in the fulfillment of the obligations of the CONTRACTOR, with limits of \$50,000 per persons, \$100,000 per accident for bodily injury, \$25,000 for property damage, and \$5,000 medical payments.
 - c. Worker's Compensation as required by CH 440 F.S. and Employer's Liability with a limit of no less than \$100,000 per accident.
 - d. Surety bond with minimum limits of \$10,000.00 per occurrence.Monroe County and Monroe County Tourist Development Council are to be named additional insured on both the General Liability and Auto Liability Policies. The minimum coverage limitations must be maintained through the contract.

9. Taxes: The BOCC and TDC are exempt from Federal Excise and State Florida Sales Tax.
10. Finances Charges: The BOCC and TDC will not be responsible for any finance charges.
11. Relation of BOCC/TDC: It is the intent of the parties hereto that Diversified Services of Key West, Inc. shall be legally considered as an independent contractor and that neither it nor its employees or agents shall, under any circumstance, be considered servants or agents of the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said successful proposer, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
12. Assignment: Diversified Services of Key West, inc. shall not assign, transfer, convey, sublet or otherwise dispose of this proposal, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior consent of the BOCC and TDC.
13. Compliance with Laws - Nondiscrimination: Diversified Services of Key West, Inc. shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.
14. Force Majeure: Diversified Services of Key West, Inc. shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Diversified Services of Key West, Inc. has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this Agreement.
15. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the BOCC and TDC and

Diversified Services of Key West, Inc. Venue of any court action filed relative to this agreement shall lie in Monroe County, Florida.

16. Antisolicitation: Diversified Services of Key West, Inc. warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the TDC has any interest, financially or otherwise in Diversified Services of Key West, Inc. or its subcontractors.
17. Disclosure: Diversified Services of Key West, Inc. shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Ethics Ordinance. Diversified Services of Key West, Inc. shall disclose all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the BOCC and TDC.
18. Severability: If any provision of the Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. Notice: Any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

<u>FOR COUNTY</u> Monroe County TDC 1201 White St., 102 Key West, Florida 33040	<u>FOR CONTRACTOR</u> Diversified Services of Key West, Inc. D50 11 th Ave Stock Island Key West, Florida 33040
--	---
20. Ethics Clause: Contractor warrants that he/it has not employed retained or otherwise had act on his/its behalf any former COUNTY office or employee in violation of Section 2 or Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the COUNTY may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present COUNTY officer or employee.
21. "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not

submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

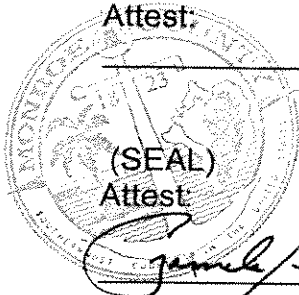
DIVERSIFIED SERVICES
OF KEY WEST, INC.

Celix Codr

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

L. J. M. Spelman

Attest:



(SEAL)

Attest:

Gerald Stanoch o.c.

Clerk

AS TO FORM
EFFICIENCY

Gerald Stanoch
6/16/03